



# FREMONT COUNTY BOUNDARY LINE ADJUSTMENT / LOT LINE ADJUSTMENT / VACATION OF INTERIOR LOT LINE APPLICATION

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant, Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

Lot Line Adjustment      Boundary Line Adjustment      Vacation of Interior Lot Line and/or Easements

Once the property is established as "a" and "b", be sure to use the same reference throughout the application. This form was designed to accommodate two properties, if additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: Josh + Nicole Lewis  
Mailing Address: 9825 US Hwy 50 Howard, CO 81233  
Telephone Number: 719-688-3776 Facsimile Number: ---  
Email Address: lewisnicole9@gmail.com

b. Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

c. Consulting Firm Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

2. The proposed plat title is Lewis Boundary Line Adjustment  
3. The total number of properties involved prior to this application are 2  
4. The total number of lots as a result of this application are 2  
5. Ratification:

As per the Fremont County Subdivision Regulations (XIV., F., 4.) an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a LLA/BLA/VILL application prior to final approval by the Department. Will any property involved in this application require a form to be executed and submitted? Yes  No

6. What is the current Zone District for each involved property? Zone verification may be completed through the Planning and Zoning Office prior to application submittal.

- a. This property is located in the Ag Suburban Zone District.  
b. This property is located in the \_\_\_\_\_ Zone District.

7. In accordance with the Fremont County Zoning Resolution (2.4.3), properties involved in a LLA/BLA/VILL that are not located in the same Zone District must process a Zone Change Application if the property receiving land is proposed to be enlarged by more than twenty-five

percent of the existing land area. Will this application require a zone change process?  Yes  No. If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ 600 is attached to this application (Check # 7523  cash)

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

**The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.**

a. Property "a" Owner Signature  Date 11/14/24

b. Property "b" Owner Signature  Date 11/14/24

**Required Attachments:**

- Application  Current Deeds  Application Fee
- Title Commitment (dated within 30 days of submittal)
- Copies of all exceptions from Schedule B of title Commitment
- Ratifications (will be required prior to recording, form will be provided by county to applicant)
- Plat (LLA / VILL) Deeds (BLA)
- Plat/Map w/ Improvements or Improvement statement
- Utility / Easement Notifications (certified mail receipts)
- Closure sheets for each lot
- Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

DOC FEE: \$0.00

**QUIT CLAIM DEED**

**THIS DEED** is dated **May 11, 2022**, and is made between **Roy D. Burns, Tamie J. Burns and Nicole R. Lewis** (whether one, or more than one), the "Grantor", whose mailing address is **11679 US Highway 50, Howard, CO 81233** and **Joshua P. Lewis and Nicole R. Lewis, as joint tenants** (whether one, or more than one), the "Grantee," whose mailing address is **9825 US Highway 50, Howard, CO 81233**.

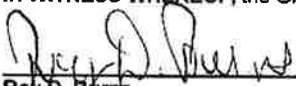


**WITNESS**, that the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee (not in tenancy in common, but in joint tenancy), and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of **Fremont** and State of **Colorado**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

also known by street address as: **9825 US Highway 50, Howard, CO 81233**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

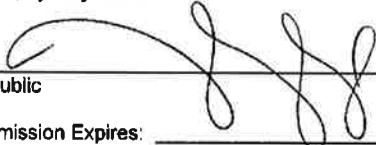
  
\_\_\_\_\_  
Roy D. Burns  
  
\_\_\_\_\_  
Tamie J. Burns  
  
\_\_\_\_\_  
Nicole R. Lewis

STATE OF COLORADO

ss.

COUNTY OF CHAFFEE

The foregoing instrument was acknowledged, subscribed and sworn to before me this the 16th of May, 2022, by **Roy D. Burns and Tamie J. Burns**.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

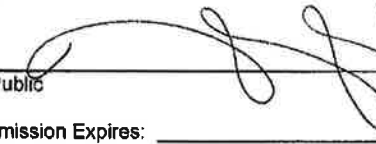
JENNIFER S. LEIGHTON SCANGA  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20004024197  
My Commission Expires 9/13/2024

STATE OF COLORADO

ss.

COUNTY OF CHAFFEE

The foregoing instrument was acknowledged, subscribed and sworn to before me this the 11th of May, 2022, by **Nicole R. Lewis**.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

JENNIFER S. LEIGHTON SCANGA  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20004024197  
My Commission Expires 9/13/2024

**EXHIBIT "A"**

**A tract of land located within the N½ NE¼ of Section 11, Township 48 North, Range 10 East of the N.M.P.M., described as follows:**

**Beginning at the SE corner of the NE¼ NE¼ of said Section 11 from whence the Northeast corner of said Section 11 bears North 01° 20'00" East 1395.82 feet, and from whence the East ¼ corner bears South 01°20'00" West 1395.82 feet;**

**thence proceeding around the parcel North 88°34'17" West along the South boundary of the said N½ NE¼ a distance of 389.69 feet to an intersection point on the fenced North right of way boundary of U.S. Highway No. 50;**

**thence continuing along said fenced highway boundary the following courses and distances:**

**First, North 84°39'28" West 275.09 feet; thence North 85°24'18" West 128.5 feet;**

**thence North 87°16'46" West 181.76 feet;**

**thence North 88°47'58" West 418.37 feet;**

**thence North 03°57'48" East leaving said fenced right of way boundary 53.38 feet;**

**thence North 86°02'12" West 6.67 feet;**

**thence North 03°57'48" East 60.09 feet;**

**thence South 86°02'12" East 6.67 feet;**

**thence North 03°57'48" East 119.02 feet;**

**thence North 34°51'53" West 59.25 feet;**

**thence North 03°50'09" East 209.06 feet;**

**thence North 03°45'09" East 222.40 feet to a rebar corner monument set on the Southerly bank of the Arkansas River;**

**thence continuing North 03°45'09" East 60 feet to the centerline of the Arkansas River;**

**thence along the centerline of the Arkansas River the following courses:**

**First, North 84°11'38" East 104.78 feet;**

**thence South 83°53'04" East 140.80 feet;**

**thence South 64°43'20" East 199.06 feet;**

**thence South 57°31'44" East 260.77 feet;**

**thence South 56°58'34" East 238.54 feet;**

**thence South 45°00'00" East 282.84 feet;**

**thence South 46°32'53" East 261.73 feet;**

**thence South 65°43'34" East 157.06 feet to the East line of said Section 11;**

**thence South 01°20'00" West along said East line 30.00 feet to the point of beginning.**

**County of Fremont,  
State of Colorado**

**also known by street address as: 9825 US Highway 50, Howard, CO 81233**

**Together with, without any warranty or representation whatsoever, any water, or rights or claims to water or water rights, or ditch or ditch rights (if any) associated with, appurtenant to, or used in connection with, the Property**

**and assessor's schedule or parcel no.: 99004094 R031002**

**with all appurtenances.**



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**WESTCOR LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a(n) South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I – Requirements;
  - f. Schedule B, Part II – Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I – Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**WESTCOR LAND TITLE INSURANCE COMPANY**  
875 Concourse Parkway South Suite 200, Maitland, FL  
32751



*Mary Arnold*  
By: \_\_\_\_\_  
President

*[Signature]*  
By: \_\_\_\_\_  
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Central Colorado Title and Escrow

Issuing Office: 129 East Rainbow Boulevard  
Salida, CO 81201

Issuing Office's ALTA® Registry ID: 1076574

Loan ID Number:

Commitment Number: 24-24234

Issuing Office File Number: 24-24234

Property Address: 9825 U.S. 50, Howard, CO 81233 and 9815 U.S. 50, Howard, CO 81233

Revision Number:

**SCHEDULE A**

1. Commitment Date: October 14, 2024 7:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
 

Proposed Insured:	<b>TBD</b>
Proposed Amount of Insurance:	<b>\$</b>
Policy Premium:	<b>\$0.00</b>
The estate or interest to be insured:	<b>Property 1: fee simple Property 2: fee simple</b>
  - (b) 2021 ALTA Loan Policy
 

Proposed Insured:	
Proposed Amount of Insurance:	<b>\$</b>
Policy Premium:	<b>\$0.00</b>
The estate or interest to be insured:	<b>Property 1: fee simple Property 2: fee simple</b>
3. The estate or interest in the Land at the Commitment Date is:
  - Property 1: fee simple
  - Property 2: fee simple
4. The Title is, at the Commitment Date, vested in:
  - Property 1: Joshua P. Lewis and Nicole R. Lewis
  - Property 2: Joshua P. Lewis and Nicole R. Lewis
5. The land is described as follows:
  - The land is described as set forth in Exhibit A attached hereto and made a part hereof.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**CENTRAL COLORADO TITLE AND ESCROW**  
129 East Rainbow Boulevard, Salida, CO 81201  
Telephone: (719) 539-1001

**WESTCOR LAND TITLE INSURANCE COMPANY**  
875 Concourse Parkway South Suite 200, Maitland,  
FL 32751

Countersigned by:

Andrew "Andy" Pi, License #649888  
Central Colorado Title and Escrow, License  
#742227



By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Upon receipt of fully executed purchase contract, fill title commitment order, and/or closing instructions concerning subject property, the company reserves the right to set forth additional requirements and/or exceptions as may be necessary based on the specific terms of the contemplated transaction.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**SCHEDULE B, PART II – Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
7. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
8. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
9. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; as set forth in United States Patent issued March 31, 1888 and recorded January 17, 1889 in Book 39 at Page 293 as [Reception No. 18190](#). (Property 1)
10. Right of Way to Mountain States Telephone & Telegraph Company as described in Instrument recorded December 10, 1929 in Book 252 at Page 369 as [Reception No. 172836](#).
11. Right of Way to Sangre De Cristo Electric Assoc. recorded July 22, 1977 in Book 598 at Page 850 as [Reception No. 430829](#).
12. Right of Way to Eagle Valley Telephone Company as shown in document recorded March 15, 1978 in Book 612, Pages 319, 320 and 321 as [Reception No. 439590](#).
13. Any right, title, or interest of the general public, the State of Colorado and/or the United States in and to the bed and banks of the Arkansas River.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

14. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title to the land.
15. The final Title Insurance Policy (Policies) shall not and does not insure the title to those fixtures, structures and like appurtenances which are not assessed and taxed as real property by the county. No examination of the title to the referenced fixtures, structures and like appurtenances has been made.
16. Any loss or claim due to the following matters as shown on that certain Improvement Location Certificate prepared by Henderson Land Surveying Co. Job No. L93-39 dated July 28, 1993.
  - a. Fence lines are not on boundary lines
  - b. Overhead power lines(Property 1)
17. Deed of Trust to benefit Collegiate Peaks Bank in the amount of \$73,931.46, dated February 4, 2022, and recorded February 7, 2022, as Reception No. 1012377. (Property 2)
18. Assignment of Rents to Collegiate Peaks Bank by instrument recorded February 7, 2022, as Reception No. 1012378. (Property 2)
19. Deed of Trust to benefit Fellowship Credit Union in the amount of \$388,000.00, dated May 11, 2022, and recorded May 18, 2022, as Reception No. 1016501. (Property 1)
20. Colorado Promissory Note recorded May 18, 2023 as Reception No. 1027302. (Property 1)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Fremont, State of Colorado and is described as follows:

**Property 1**

A tract of land located within the N½ NE¼ of Section 11, Township 48 North, Range 10 East of the N.M.P.M., described as follows:

Beginning at the SE corner of the NE¼ NE¼ of said Section 11 from whence the Northeast corner of said Section 11 bears North 01° 20'00" East 1395.82 feet, and from whence the East ¼ corner bears South 01°20'00" West 1395.82 feet; thence proceeding around the parcel North 88°34'17" West along the South boundary of the said N½ NE¼ a distance of 389.69 feet to an intersection point on the fenced North right of way boundary of U.S. Highway No. 50; thence continuing along said fenced highway boundary the following courses and distances:

First, North 84°39'28" West 275.09 feet; thence North 85°24'18" West 128.5 feet;

thence North 87°16'46" West 181.76 feet;

thence North 88°47'58" West 418.37 feet;

thence North 03°57'48" East leaving said fenced right of way boundary 53.38 feet;

thence North 86°02'12" West 6.67 feet;

thence North 03°57'48" East 60.09 feet;

thence South 86°02'12" East 6.67 feet;

thence North 03°57'48" East 119.02 feet;

thence North 34°51'53" West 59.25 feet;

thence North 03°50'09" East 209.06 feet;

thence North 03°45'09" East 222.40 feet to a rebar corner monument set on the Southerly bank of the Arkansas River;

thence continuing North 03°45'09" East 60 feet to the centerline of the Arkansas River;

thence along the centerline of the Arkansas River the following courses:

First, North 84°11'38" East 104.78 feet;

thence South 83°53'04" East 140.80 feet;

thence South 64°43'20" East 199.06 feet;

thence South 57°31'44" East 260.77 feet;

thence South 56°58'34" East 238.54 feet;

thence South 45°00'00" East 282.84 feet;

thence South 46°32'53" East 261.73 feet;

thence South 65°43'34" East 157.06 feet to the East line of said Section 11;

thence South 01°20'00" West along said East line 30.00 feet to the point of beginning.

County of Fremont,  
State of Colorado

**Property 2**

A tract of land located within the N½ of the NE¼ of Section 11, Township 48 North, Range 10 East of the N.M.P.M., described as follows:

Commencing at the Southeast corner of the NE¼ of the NE¼ of said Section 11 from whence the Northeast corner of said Section 11 bears North 01°20'00" East 1395.82 feet and from whence the East ¼ corner bears South 01° 20'00" West 1395.82 feet; thence proceeding toward the tract North 88°34'17" West along the South boundary of the said N½ of the NE¼ a distance of 389.69 feet to an intersection point on the fenced North right-of-way boundary of U.S. Highway No. 50; thence continuing along said fenced highway boundary the following courses and distances; first, North 84° 39'28" West 275.09 feet; thence North 85° 24'18" West 128.5 feet; thence North 87°16'46" West 181.76 feet; thence North 88° 47'58" West 418.37 feet to the point of beginning of the tract herein described; thence proceeding around the tract continuing along said fenced North right-of-way boundary North 88° 54'15" West 101.84 feet to an existing fence corner; thence North 02°54'35" West leaving said fenced highway boundary along an existing fence and a projection of said fence 620.62 feet to rebar corner monument set on the Southerly bank of the Arkansas River;

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



thence continuing North 02° 54'35" West 90 feet to the centerline of the Arkansas River;  
thence along the centerline of the Arkansas River North 68° 45'41" East 163.67 feet;  
thence South 03° 45'09" West leaving said river centerline 60 feet more or less to another rebar corner monument set on the Southerly Bank of the Arkansas River;  
thence South 03° 45'09" West 222.40 feet;  
thence South 03° 50'09" West 209.06 feet;  
thence South 34° 51'53" East 59.25 feet;  
thence South 03° 57'48" West 119.02 feet;  
thence North 86° 02'12" West 6.67 feet;  
thence South 03° 57' 48" West 60.09 feet;  
thence South 86° 02'12" East 6.67 feet;  
thence South 03° 57'48" West 53.38 feet to the point of beginning.

County of Fremont  
State of Colorado

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





9589 0710 5270 1474 1147 40

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$ 5.58
Total Postage and Fees	\$ 5.58



Sent To	Sanje De Cristo Elec. Assoc.		
Street and Apt. No., or PO Box No.	PO Box 2013		
City, State, ZIP+4®	Buena Vista	CO	81211

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1474 1147 33

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$ 5.58
Total Postage and Fees	\$ 5.58



Sent To	Centurylink		
Street and Apt. No., or PO Box No.	PO Box 91155		
City, State, ZIP+4®	Seattle	WA	98111

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Lot Name: 1 Lot Area (Square Feet): 268308.67 Lot Area (Acres): 6.16 Closing Direction:  
 N31  $\diamond$  55'20"W Closing Distance: 0.0032 Course Data:(Mapcheck Through Radius Points  
 Method) ----- Point Northing Easting  
 Direction Distance Begin 1218268.4527 2907186.0577 S02  $\diamond$  54'35"E 710.62 1217558.7489  
 2907222.1305 S88  $\diamond$  54'15"E 101.84 1217556.8012 2907323.9519 N03  $\diamond$  57'48"E 53.36  
 1217610.0336 2907327.6400 N86  $\diamond$  02'12"W 1.81 1217610.1587 2907325.8343 N03  $\diamond$  09'55"E  
 60.10 1217670.1670 2907329.1528 S86  $\diamond$  50'05"E 18.27 1217669.1582 2907347.3950  
 N03  $\diamond$  12'04"E 59.62 1217728.6852 2907350.7242 S86  $\diamond$  47'56"E 57.89 1217725.4525  
 2907408.5239 N17  $\diamond$  44'10"E 30.27 1217754.2838 2907417.7451 N20  $\diamond$  16'36"E 167.93  
 1217911.8072 2907475.9419 S65  $\diamond$  53'32"E 66.56 1217884.6205 2907536.6964 N26  $\diamond$  27'49"E  
 275.41 1218131.1724 2907659.4272 S68  $\diamond$  10'30"E 91.16 1218097.2815 2907744.0532  
 S41  $\diamond$  22'26"E 64.25 1218049.0675 2907786.5205 N47  $\diamond$  50'23"E 56.65 1218087.0914  
 2907828.5135 N02  $\diamond$  56'35"E 15.09 1218102.1615 2907829.2882 N36  $\diamond$  45'28"E 79.42  
 1218165.7906 2907876.8158 N57  $\diamond$  31'44"W 135.08 1218238.3116 2907762.8539  
 N64  $\diamond$  43'20"W 199.06 1218323.3117 2907582.8543 N83  $\diamond$  53'04"W 140.80 1218338.3116  
 2907442.8556 S84  $\diamond$  11'38"W 104.78 1218327.7118 2907338.6131 S68  $\diamond$  46'14"W 163.66 End  
 1218268.4500 2907186.0594 Error of Closure 1 : 824193 Departure in Y (Northing): 0.0027  
 Departure in X (Easting): -0.0017 Lot Name: 2 Lot Area (Square Feet): 507401.39 Lot Area  
 (Acres): 11.65 Closing Direction: S17  $\diamond$  15'24"W Closing Distance: 0.0082 Course Data:  
 (Mapcheck Through Radius Points Method) -----  
 ----- Point Northing Easting Direction Distance Begin 1218165.7950 2907876.8187  
 S36  $\diamond$  45'28"W 79.42 1218102.1659 2907829.2911 S02  $\diamond$  56'35"W 15.09 1218087.0958  
 2907828.5163 S47  $\diamond$  50'23"W 56.65 1218049.0719 2907786.5234 N41  $\diamond$  22'26"W 64.25  
 1218097.2859 2907744.0561 N68  $\diamond$  10'30"W 91.16 1218131.1767 2907659.4301  
 S26  $\diamond$  27'49"W 275.41 1217884.6249 2907536.6993 N65  $\diamond$  53'32"W 66.56 1217911.8116  
 2907475.9448 S20  $\diamond$  16'36"W 167.93 1217754.2882 2907417.7480 S17  $\diamond$  44'10"W 30.27  
 1217725.4569 2907408.5267 N86  $\diamond$  47'56"W 57.89 1217728.6895 2907350.7271  
 S03  $\diamond$  12'04"W 59.62 1217669.1626 2907347.3978 N86  $\diamond$  50'05"W 18.27 1217670.1714  
 2907329.1557 S03  $\diamond$  09'55"W 60.10 1217610.1631 2907325.8372 S86  $\diamond$  02'12"E 1.81  
 1217610.0380 2907327.6429 S03  $\diamond$  57'48"W 53.36 1217556.8056 2907323.9547 S88  $\diamond$  47'58"E  
 418.37 1217548.0398 2907742.2329 S87  $\diamond$  16'46"E 181.76 1217539.4126 2907923.7880  
 S85  $\diamond$  24'18"E 128.50 1217529.1182 2908051.8750 S84  $\diamond$  39'28"E 275.09 1217503.5062  
 2908325.7701 S88  $\diamond$  34'17"E 389.69 1217493.7907 2908715.3390 N01  $\diamond$  20'19"E 29.97  
 1217523.7525 2908716.0391 N65  $\diamond$  43'34"W 157.06 1217588.3197 2908572.8647  
 N46  $\diamond$  32'53"W 261.73 1217768.3234 2908382.8614 N45  $\diamond$  00'00"W 282.84 1217968.3215  
 2908182.8633 N56  $\diamond$  58'34"W 238.54 1218098.3231 2907982.8610 N57  $\diamond$  31'44"W 125.69 End  
 1218165.8028 2907876.8211 Error of Closure 1 : 436672 Departure in Y (Northing): -0.0078  
 Departure in X (Easting): -0.0024